

**Lapeer District Library**

201 Village West Drive S
Lapeer, Michigan 48446
Phone: 810-664-9521
Fax: 810-664-8527
<http://www.library.lapeer.org>

DOCKET FILE COPY ORIGINAL

Post-It* Fax Note	7671	Date	6/23/06	# of pages	27
To	Ms Wright	From	Kate Pohjola		
Co./Dept.	FCC	Co.	Lapeer District Library		
Phone #	202-418-0884	Phone #	810-664-9521		
Fax #	202-418-7361	Fax #	810-664-8527		

June 5, 2006

Federal Communications Commission
Office of the Secretary
445 12th Street, SW, Room TW-A325
Washington, DC 20554

CC: 02-6

RECEIVED

JUN 23 2006

Federal Communications Commission
Office of the Secretary

CC Docket Number	02-6
Billed Entity Number (BEN)	131044
Billed Entity FCC RN:	001289880
Applicant Name	Lapeer District Library
Funding Request Number	1436434
Applicant's Form Identifier	471-9-INTE
Rejection Letter Date	April 26, 2006
471 Application Number Assigned	521373
Service Provider	McLeod USA Telecommunications
Service Provider Identification Number (SPN)	143004959
Reason for Rejection	No contract was in place when the Form 471 certification was filed.

Our Request for Review is on the USAC denial of funding of \$31,347.89, listed as a Funding Commitment Decision - Contract Violation. Through the PIA Review process, we realized that the contract award date should be in line with the certification of the 471. We had the service agreement in place through verbal and e-mail communications long before the deadline. As demonstrated on the contract itself, the date is printed on the bottom of each page and was on 2/16/2006, at 2:55:11PM, which is well before the midnight deadline. Due to complications involving all of the necessary parties, including a library director who had recently returned from surgery leave, as well as McLeod USA's representative fighting illness, we were unable to obtain the needed signatures until the early morning on 2/17/2006, less than 12 hours after the FCC form 471 certification deadline.

Included is a copy of our FCC Form 471, USAC's denial letter, copies of e-mails which indicate contract progress, and a copy of our McLeod USA contract with the dates and time along the bottom. We are Requesting this Review as the deadlines stated were vague and confusing - we were led to believe that since our contract was in place before the February 16 deadline, we were in the clear. Additionally, the Lapeer District Library depends upon the E-Rate funding in order to provide dedicated internet access to the 62,378 citizens that we serve. This would inflict undue hardship upon our patrons, as we would have to cut or even eliminate services without this funding.

Sincerely Yours,

Kathleen Cunningham
kcunningham@lib.lapeer.org
Contact Person
Lapeer District Library

Kate A. Pohjola
kate@lib.lapeer.org
Director
Lapeer District Library

No. of Copies rec'd 0 + 3
List ABOVE

CC: US Congresswoman Candice Miller
CC: Cheryl McAvoy, McLeod USA Telecommunications

Attachments: USAC Denial Letter, E-mails, FCC Form 471, McLeod USA Telecommunications contract

Clifford Branch
9530 Main Street
P.O. Box 233
Clifford, MI 48727
Phone: 989-761-7393
Fax: 989-761-7541

Columbiaville Branch
4718 First Street
P.O. Box 190
Columbiaville, MI 48421
Phone: 810-793-6100
Fax: 810-793-6243

Elba Branch
5508 Davison Road
Lapeer, MI 48446
Phone: 810-653-7200
Fax: 810-653-4267

Goodland Branch
2374 N. Van Dyke Road
Imley City, MI 48444
Phone: 810-724-1970
Fax: 810-724-5612

Hadley Branch
3556 Hadley Road
P.O. Box 199
Hadley, MI 48440
Phone: 810-797-4101
Fax: 810-797-2912

Marguerite deAngeli Branch
921 W. Nepessing Street
Lapeer, MI 48446
Phone: 810-664-6971
Fax: 810-664-5581

Metamora Branch
4018 Oak Street
P.O. Box 77
Metamora, MI 48455
Phone: 810-678-2991
Fax: 810-678-3253

Otter Lake Branch
6361 Detroit Street
P.O. Box 185
Otter Lake, MI 48464
Phone: 810-793-6300
Fax: 810-793-7040



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2006: 07/01/2006 - 06/30/2007)

April 26, 2006

Kathleen Cunningham
LAPEER DISTRICT LIBRARY
201 VILLAGE WEST DRIVE S
LAPEER, MI 48446-1699

Re: Form 471 Application Number: 521373
Billed Entity Number (BEN): 131044
Billed Entity FCC RN: 001289880
Applicant's Form Identifier: 471-9-INTE

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$31,347.89 is "Denied." *

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 521373 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2006," AND
 - The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, New Jersey 07981

While we encourage you to resolve your appeal with USAC first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

An applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each funding request in your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by USAC.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by USAC to each Block 5 of your Form 471. This number is used to report to applicants and service providers the status of individual funding requests submitted.

FUNDING STATUS: Each FRN will have one of the following statuses:

1. "Funded" - the FRN is approved for support. The funding level will generally be the level requested unless USAC determined during the application review process that some adjustment is appropriate.
2. "Not Funded" - the FRN is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for the Funding Year was insufficient to fund all requests.
3. "As Yet Unfunded" - a temporary status assigned to an FRN when USAC is uncertain at the time the letter is sent about whether sufficient funds exist to make commitments for requests for Internal Connections Other than Basic Maintenance or Basic Maintenance of Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and with an "As Yet Unfunded" status on your Internal Connections requests. You would receive one or more subsequent letters regarding the funding decisions on your Internal Connections requests.

CATEGORY OF SERVICE: The type of service ordered from the service provider, as shown on your Form 471.

FORM 470 APPLICATION NUMBER: The Form 470 Application Number associated with this FRN from Block 5, Item 12 of the Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by USAC to service providers seeking payment from the Universal Service Fund Programs. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider, if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes, if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The Service Start Date for this FRN from Block 5, Item 19 of your Form 471.

CONTRACT EXPIRATION DATE: The Contract Expiration Date for this FRN from Block 5, Item 20b of your Form 471, if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a for "site specific" FRNs only.

NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR: The number of months of service that has been approved for the funding year, for recurring services.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY USAC: The discount rate that USAC approved for this service.

FUNDING COMMITMENT DECISION: The total amount of funding that USAC has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that both you and your service provider recognize that USAC should be invoiced and that disbursement of funds will be made only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FCDL DATE: The date of this Funding Commitment Decision Letter (FCDL).

WAVE NUMBER: The wave number assigned to FCDLs issued on this date.

LAST ALLOWABLE DATE FOR DELIVERY AND INSTALLATION FOR NON-RECURRING SERVICES: The last date approved by the FCC for delivery and installation of eligible non-recurring services (e.g., equipment). (The last allowable date for delivery and installation of recurring services is always the last day of the fund year, that is, June 30, 2007 for Funding Year 2006.)

FUNDING COMMITMENT REPORT
Billed Entity Name: LAPEER DISTRICT LIBRARY
BEN: 131044
Funding Year: 2006

Form 471 Application Number: 521373
Funding Request Number: 1436434
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 158770000
SPIN: 143004959
Service Provider Name: McLeod USA Telecommunications
Contract Number: N/A
Billing Account Number: N/A
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2009
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$60,284.40
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$60,284.40
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$0.00 - Contract Violation★
Funding Commitment Decision Explanation: No contract was in place when the Form 471 certification was filed.

FCDL Date: 04/26/2006

Wave Number: 001

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

kcunningham@lib.lapeer.org - 34.2MB (69.7%) - 06/06/2006 09:25:25 am -0400 - iso-8859-1 - Open W... Page 1 of 1

Date: Wed, 8 Feb 2006 06:46:25 -0600

From: "Mcavoy, Cheryl " <Cheryl.Mcavoy@mcleodusa.com>

To: "kcunningham" <kcunningham@lib.lapeer.org>

Subject: RE: 470 Quote

Good Morning Kathleen ~

Attached is the revised worksheet with the 20% discount added to the right in italic print. I'm in training all day down in Detroit, so if you have any other questions, please email me or leave me a message.

Thanks!

Cheryl

-----Original Message-----

From: kcunningham [mailto:kcunningham@lib.lapeer.org]

Sent: Tuesday, January 24, 2006 12:09 PM

To: Mcavoy, Cheryl

Cc: Sandra Hinds

Subject: 470 Quote

Hello Cheryl: We had our Board Meeting and now we have a couple of questions. Here they are

1. Will the rates stay the same per location with Clifford dropped?
2. Is it possible to get the 20% discount?
3. Do we have to buy new phone equipment for the voice lines? Here at the office we have a old Merlin and Marguerite deAngeli has a Partner
4. What cities will be local? Is it possible to get a list?
5. We are interested in long distance for all locations if this is possible?

Please let me know as soon as possible.

Thank-you,

Kathleen Cunningham

Account Manager

Lapeer District Library

www.library.lapeer.org

810 664-9521 (voice)

810 664-8527 (fax)

NOTICE: This electronic mail transmission may contain confidential information and is intended only for the person(s) named. Any use, copying or disclosure by any other person is strictly prohibited. If you have received this transmission in error, please notify the sender via e-mail.

Attachment 2: LapeerDistrictLibraryBreakdown.xls (23KB) Delete 0-1 a

Type: application/vnd.ms-excel

Encoding: base64

Download

Date: Tue, 14 Feb 2006 15:25:36 -0600

From: "Neville, Shawn C." <Shawn.Neville@mcleodusa.com>

To: "kcunningham@lib.lapeer.org" <kcunningham@lib.lapeer.org>, "shinds

CC: "Mcavoy, Cheryl " <Cheryl.Mcavoy@mcleodusa.com>

Subject: McLeodUSA Agreement on behalf of McAvoy

Cheryl McAvoy has asked me to send you the attached agreements. Please call me with any questions.

One odd item is the appearance of .01 items. This is on the agreement to flow to our billing system. In essence, it place holds a product category while leaving the MRC in a bucket where it receives quoted discounts. The attached document is PDF. Again, please give me a ring if there's a question. Cheryl should be available early evening and tomorrow AM.

Thanks,
Shawn

Shawn Neville

Director - Mid Market Sales

McLeodUSA

4035 Park East Court SE

Suite 101

Grand Rapids, MI 49546

desk: (616) 575-5503, ext 1042.

mobile: (616) 706-6354

fax: (616) 575-5519

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kcunningham@lib.lapeer.org - 34.2MB (69.7%) - 06/06/2006 09:23:08 am -0400 - iso-8859-1 - Open W... Page 1 of 1

Date: Fri, 17 Feb 2006 07:58:05 -0600

From: "Mcavoy, Cheryl" <Cheryl.Mcavoy@mcleodusa.com>

To: "kcunningham" <kcunningham@lib.lapeer.org>

Subject: RE: Effective Date *if service*

one more thing... we will need the Federal Tax ID# for the contract. I will bring the tax exempt forms as well.

Cheryl McAvoy
Senior Account Executive

McLeodUSA

1295 S. Linden Rd

Suite 8

Flint, MI 48532



Office: (810) 244-3500 x1013



FAX: (810) 244-3515



Email: Cheryl.McAvoy@mcleodusa.com

-----Original Message-----

From: kcunningham [mailto:kcunningham@lib.lapeer.org]

Sent: Thursday, February 16, 2006 10:44 AM

To: Mcavoy, Cheryl

Subject: Effective Date

Hello Cheryl: Sandy said to send you e-mail to let you know. We have decided it would be best to start everything effective 07/01/2006. I will give you a call later to let you know when it would be best to meet to sign the contract. Most likely at the end of the day.

Thanks,

Kathleen Cunningham

Account Manger

Lapeer District Library

www.library.lapeer.org

810 664-9521 (voice)

810 664-8527 (fax)

NOTICE: This electronic mail transmission may contain confidential information and is intended only for the person(s) named. Any use, copying or disclosure by any other person is strictly prohibited. If you have received this transmission in error, please notify the sender via e-mail.

*We were considering 05/01/2006 due to our circuit
line contracts were expiring in end of February
beginning of March.*

471 Information

Page 1 of 6

FCC Form 471

Do not write in this area.

Approval by OMB
3060-0806**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471**

Estimated Average Burden Hours per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org.)
The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier(Create your own code to identify THIS form 471)
471-9-INTE**Form 471 Application#**

(To be assigned by administrator)

521373

Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.)**1 a** Name of Billed Entity LAPEER DISTRICT LIBRARY**2 a** Funding Year: July 1, 2006 Through June 30, 2007

Billed Entity Number: 131044

4 a Street Address, P.O. Box, or Routing Number 201 VILLAGE WEST DRIVE

City LAPEER

State MI

Zip Code 48446 1899

b Telephone Number 810-664-9521**c** Fax Number 810-664-8527**5 a** Type of Application

- ☐ Individual School (individual public or non-public school)
☐ School District (LEA: public or non-public [e.g. diocesan] local district representing multiple schools)
☒ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
☐ Consortium ☐ Check here if any members of this consortium are ineligible or non-governmental entities

e Contact Person's Name Kathleen CunninghamFirst, if the Contact Person's Street Address is the same as in Item 4, check this box. ☒ If not, please complete the entries for the Street Address below.**b** Street Address, P.O. Box, or Routing Number 201 VILLAGE WEST DRIVE S

City LAPEER

State MI

Zip Code 48446 1899

☒ **c** Telephone Number 810-664-9521☐ **d** Fax Number 810-664-8527☐ **e** E-mail Address kcunningham@lib.lapeer.org**f** Holiday/vacation/summer contact information

Page 1 of 7



FCC Form 471 - November 2004

Entity Number 131044
Contact Person Kathleen CunninghamApplicant's Form Identifier 471-9-INTE
Phone Number 810-664-9521

471 Information

Page 2 of 6

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete item 7. Libraries complete item 8. Consortia complete item 7 and/or item 8.

Block 2: Impact of Services Ordered on Schools

NOT APPLICABLE AS THIS APPLICATION IS FOR LIBRARY

Block 3: Impact of Services Ordered on Libraries

IF THIS APPLICATION INCLUDES LIBRARIES...

BEFORE ORDER

AFTER ORDER

7a Number of students to be served

62378

b Telephone service: Number of rooms with phone service

19

19

d Direct broadband services: Number of buildings served at the following speeds:
Less than 10 mbps

9

9

9

e Direct connections to the Internet:

9

9

f Number of buildings with Internet access

9

9

g Number of computers or other devices with Internet access

68

68

Worksheet B No: 784362

Library Outlets/Branches: 9

Sum. Discount (Sum. Column 4): 470

Shared Discount: 52%

1. Library Name: CLIFFORD BRANCH LIBRARY FSCS: MI 0190 003

2. Entity Number: 56317

3. School District where library outlet/branch is located: MARLETTE COMM SCHOOL DISTRICT

4. Discount: 70%

1. Library Name: COLUMBIAVILLE BRANCH LIBRARY FSCS: MI 0190 004

2. Entity Number: 55708

3. School District where library outlet/branch is located: LAKEVILLE COMMUNITY SCHOOLS

4. Discount: 50%

1. Library Name: ELBA BRANCH LIBRARY FSCS: MI 0190 005

2. Entity Number: 55802

3. School District where library outlet/branch is located: LAPEER COMMUNITY SCHOOL DIST

4. Discount: 50%

1. Library Name: GOODLAND BRANCH LIBRARY FSCS: MI 0190 006

2. Entity Number: 55797

3. School District where library outlet/branch is located: IMLAY CITY COMMUNITY SCHOOLS

4. Discount: 50%

1. Library Name: HADLEY BRANCH LIBRARY FSCS: MI 0190 007

2. Entity Number: 55778

3. School District where library outlet/branch is located: LAPEER COMMUNITY SCHOOL DIST

4. Discount: 50%

1. Library Name: LAPEER DISTRICT LIBRARY FSCS: MI 0190 000

2. Entity Number: 131044

3. School District where library outlet/branch is located: LAPEER COMMUNITY SCHOOL DIST

4. Discount: 50%

1. Library Name: MARGUERITE DE ANGELI BR LIB FSCS: MI 0190 008
 2. Entity Number: 55810
 3. School District where library outlet/branch is located: LAPEER COMMUNITY SCHOOL DIST 4. Discount: 50%

1. Library Name: METAMORA BRANCH LIBRARY FSCS: MI 0190 009
 2. Entity Number: 55834
 3. School District where library outlet/branch is located: LAPEER COMMUNITY SCHOOL DIST 4. Discount: 50%

1. Library Name: OTTER LAKE BRANCH LIBRARY FSCS: MI 0190 010
 2. Entity Number: 55870
 3. School District where library outlet/branch is located: LAKEVILLE COMMUNITY SCHOOLS 4. Discount: 50%

Block 5: Discount Funding Request(s)

FRN: 1436434 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 158770000566881
13. SPIN: 143004959	14. Service Provider Name: McLeod USA Telecommunications
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 01/17/2006	18. Contract Award Date: 05/01/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
Contract Expiration Date: 06/30/2009	
21. Attachment #: McLeod USA	22. Block 4 Worksheet No.: 784362
23a. Monthly Charges: \$5,023.70	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$5,023.70	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$60,284.40	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$60,284.40	
23j. % discount (from Block 4): 52	
23k. Funding Commitment Request (23i x 23j): \$31,347.89	

Block 6: Certifications and Signature

Application ID: 521373

Do not write in this area.

Entity Number	131044	Applicant's Form Identifier	471-9-INTE
Contact Person	Kathleen Cunningham	Phone Number	810-664-9521

Block 6: Certifications and Signature

471 Information

Page 4 of 6

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☐ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(16) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1986 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities
25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23I on all Block 5 Discount Funding Requests.)	\$60,284.40
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$31,347.89
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$28,936.51
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$28,936.51
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25a directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in items 25a.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):
- a. ☒ an individual technology plan for using the services requested in this application; and/or
- b. ☐ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.
30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
34. ☐ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts

- ☒ arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person

39. Signature Date

40. Printed name of authorized person

Kathleen Cunningham

41. Title or position of authorized person

Account Manager

42a. Street Address, P.O. Box or Route Number

201 Village West Drive S

City, State Zip Code

, MI 48448

42b. Telephone number of authorized person:

(810) 864-9521

42c. Fax number of authorized person:

(810) 864-8527

42d. E-mail of authorized person:

kcunningham@lib.lapeer.org

42e. Name of authorized person's employer

Lapeer District Library

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on titles to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator, 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

ease submit this form to:

SLD-Form 471**P.O. Box 7026****Lawrence, Kansas 66044-7026**

471 Information

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For express delivery services or U.S. Postal Service, Return Receipt Requested,
fill this form to:

SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100

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FCC Form 471

Services Ordered and Certification Form



Applicant's Form Identifier: 471-9-INTE

Entity Number: 131044

Contact Person: Kathleen Cunningham

Phone Number: (810) 664-9521

Block 6: Certifications and Signature

Do not write in this area

471 Application Number: 521373

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)

a. ☐ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities

25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entries from Item 23l on all Block 5 Discount Funding Requests.)	\$60,284.40
b.	Total funding commitment request amount on this Form 471 (Add the entries from Items 23k on all Block 5 Discount Funding Requests.)	\$31,347.89
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$28,936.51
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$28,936.51
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

- a. ☒ an individual technology plan for using the services requested in this application; and/or
- b. ☐ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.
28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.
30. ☒ I certify that the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive and appropriate share of benefits from those services.
32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or

services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g) (1),(2).

36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).

37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Cert ID = 42375

39. Date 2/16/2006

40. Printed name of authorized person Kathleen Cunningham

41. Title or position of authorized person Account Manager

42a. Street Address, P.O Box or Route Number 201 Village West Drive S
MI 48446

42b. Telephone number of authorized person: (810) 664-9521

42c. Fax number of authorized person: (810) 664-8527

42d. E-mail of authorized person: kcunningham@lib.lapeer.org

42e. Name of authorized person's employer Lapeer District Library

ATTENTION: If you are signing Form 471 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.

Please Check to affirm your compliance ☒

471 Application Number:
LAPEER DISTRICT LIBRARY
201 VILLAGE WEST DRIVE
LAPEER, MI 48446 -1699

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Service Order and Certification Form (FCC Form 471) with the Universal Service Administrator, 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

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Block 6 Print Mode

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Please retain a copy of this page and submit a copy with any communications to the SLD. Please enclose a copy of this confirmation page when mailing your Item 21 attachments. If you wish to submit your required Item 21 Attachment at this time using our online system, choose the icon below for the Item 21 Attachment.



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Schools and Libraries Division

Form 471-9-INTE-Application# 521373
Item 21 Attachment / Entity # 131044
Applicant: Lapeer District Library
Item 21# McLeod USA Pg 2

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA" or "Agreement") dated 02/16/2006, between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA" or "we"), and LAPEER DISTRICT LIBRARY ("Customer" or "you"), located at 201 VILLAGE WEST DR S LAPEER, MI 48446 contains the terms and conditions for the products and Services (collectively "Services") you have ordered from McLeodUSA.

SCOPE. This Agreement applies to all of the Services you have ordered from McLeodUSA. A detailed description of each Service you ordered as well as the additional Terms and Conditions that apply to the Services you have ordered are provided at <http://www.mcleodusa.com/SiteInformation/MSATermsConditions.do> and form a binding part of this Agreement. You have also been provided a detailed price list ("Pricing Addendum") that is also a binding part of this Agreement. Prices for Services subject to tariffs or price lists, and not included in the Pricing Addendum (collectively "Price Lists"), are provided at <http://www.mcleodusa.com/TariffStates.do>, and are also a binding part of this Agreement. If terms in the MSA and the Price Lists are in conflict, the Price Lists control. McLeodUSA may amend any contract term or pricing in response to a regulatory change that materially changes the technical feasibility or economics of providing service. McLeodUSA will notify you when exercising this right, after which you will have thirty (30) days from the date of the notice to terminate the affected services for cause by notifying us in writing. If you do not respond in writing to McLeodUSA within thirty (30) days, you waive your right. You are solely responsible for all costs associated with maintaining your equipment or associated software and modifying or reprogramming your equipment to make it compatible with McLeodUSA services.

CREDIT APPROVALS AND BILLING. This Agreement to provide service is contingent on your initial and continuing credit approval, and you agree that we may conduct a credit check to the extent permitted by applicable law. McLeodUSA must receive your payment for services on the Due Date stated on your invoice, or late payment charges (LPC) apply. Adjustments for billing errors will be limited to the 90 days prior to the date the billing error is discovered and brought to our attention by you unless otherwise required by law.

TERMINATION. Either party may terminate this Agreement for cause in the event of a material breach by providing (a) written notice specifying the cause for termination and (b) if the other party does not cure the material breach within thirty (30) days of receiving notice. In the event of a Service Outage (defined as the complete loss of your ability to receive incoming and make outgoing telephone calls at a Customer location for more than two (2) consecutive days), you may terminate service for cause at the particular location where you experienced a Service Outage if McLeodUSA directly caused the Service Outage. Your right to terminate for cause is waived if you do not exercise this right within ninety (90) days of the event giving rise to the claim.

EARLY TERMINATION CHARGE. If you terminate this Agreement before the end of its initial term for any reason except cause, or if McLeodUSA terminates it for your breach, you agree to pay any applicable Early Termination Charge ("ETC"). If you terminate service without cause prior to installation, you agree to pay those reasonable costs incurred by McLeodUSA through the date of termination. If you terminate without cause after service has been installed, you agree to pay any applicable Early Termination Charge. If you transfer without cause any of the services ordered from McLeodUSA to another service provider before you fulfill the term, ETC will be calculated and you agree to pay ETC on all services subject to ETC at the time of transfer regardless of whether you retain other services with McLeodUSA. ETC is determined by multiplying the monthly recurring charge for all services (that are subject to ETC charges) times the number of months remaining in your contract times 60%. For local line service, ETC will be calculated based on the number of local lines in service up to 90 days prior to the date on which you ported a number to another service provider or breached the agreement. McLeodUSA shall not assess ETC if you reduce your local lines due to the substitution of McLeodUSA circuit-based service(s). ETC will be assessed on each local line that was disconnected or subsequently is disconnected once you disconnect 50% or more of your local lines. For circuit or DSL service, ETC will be assessed on each circuit or DSL service disconnected before the date this Agreement terminates. McLeodUSA's damages, in the event of early termination, are difficult or impossible to determine. The ETC provided in this Agreement constitutes liquidated damages and is not intended as a penalty. You will not be liable for ETC should you permanently close your business or move your business operations to a location where McLeodUSA does not provide service.

OTHER KEY PROVISIONS. McLeodUSA is not liable for any telephone numbers published or distributed by you prior to confirmation that service is installed, operating properly and connected to the proper facilities. McLeodUSA is not liable for any directory publishing

Form 471-9-INTE-Application# 521373
 Item 21 Attachment / Entity # 131044
 Applicant: Lapeer District Library
 Item 21# McLeod USA Pg 3

error. LIMITATION OF LIABILITY. IN NO EVENT SHALL MCLEODUSA BE LIABLE TO YOU SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED BUSINESS, LOSS OF PROFIT OR GOODWILL. In no event shall McLeodUSA be liable for the acts, omissions, or delays caused by third-party vendors as long as McLeodUSA has acted commercially reasonably in ordering services. Any McLeodUSA liability for any damages of any kind under this Agreement shall not exceed the total applicable out-of-service credit stated in the governing Price List. Customer agrees to these exclusive remedies. **NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **FORCE MAJEURE.** If performance by McLeodUSA is interfered with due to causes outside the reasonable control of McLeodUSA, then McLeodUSA shall be lawfully excused from such performance on a day-to-day basis to the extent of such interference. McLeodUSA will use commercially reasonable efforts under the circumstances to promptly restore your service. **NOTICES.** Notices required by this Agreement shall be in writing and sent to McLeodUSA, P.O. Box 3177, Cedar Rapids, IA 52406, with attention to Customer Care for service issues, or Customer Billing Resolution for billing disputes, with a copy to the McLeodUSA Legal Department. Notices must be sent by a recognized overnight courier or deposited with the United States Postal Service as first-class certified mail. **ASSIGNMENT.** You may not assign this Agreement without the express written consent of McLeodUSA, which consent shall not be unreasonably withheld. **AMENDMENTS.** Customer may not amend this Agreement unless such amendments are in writing and signed by McLeodUSA. **GOVERNING LAW.** The laws of the state in which service is provided shall govern this Agreement or, if service in multiple states is being provided, the state of your business headquarters. **ARBITRATION.** Any claim arising out of this Agreement totaling more than \$5,000 shall be settled exclusively by mandatory arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and any arbitration judgment may be entered in any court having jurisdiction. Each party is responsible for its own arbitration costs, and the parties agree to equally share the costs of the arbitrator(s). This provision is not intended to deprive a small claims court or agency of jurisdiction that would otherwise exist over a claim totaling \$5,000 or less between the parties. **AUP.** The use of McLeodUSA Services is subject to an Acceptable Use Policy (AUP) provided at www.mcleodusa.com/SiteInformation/AcceptableUse.do. **MODIFICATIONS.** Customer agrees that McLeodUSA may amend without notice the AUP or the additional Terms and Conditions, except for any Service Level Agreement (SLA) terms, applicable to specific McLeodUSA services. Such modifications will be binding on the Customer and effective upon posting at www.mcleodusa.com. **ENTIRE AGREEMENT.** This Agreement comprises the entire understanding between you and McLeodUSA and supercedes any prior written or oral agreements, representations or understanding. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, all other provisions remain valid.

Term and Volume Discount, Vendor Assistance and Contract Assistance

36 Months Month Term Agreement

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Pre-discounted					
Monthly Charges	< 500	\$500 to \$2,499	\$2,500 to \$9,999	\$10,000 to \$24,999	\$25,000+
Discount %	8 %	15 %	20 %	20 %	22 %

Term and Volume Discount Application: The following Preferred Advantage wireline services purchased under a single Master Service Agreement ("Agreement") are eligible to receive only a Tier 1 discount ("Tier 1 eligible services"): Local Service Packages, Local Service Package Optional Services (Hunting, Market Expansion Lines, Extended Area Calling Scope, Wire Care, Screening and Restrictive Services, Standard Directory Assistance, and Optional Directory Listings), Preferred Advantage® Long Distance Minute Packages, Voice Mail, Dial Up Internet Access Service, and Local Loop Access facilities for Preferred AdvantageSM Dynamic Integrated Access Service. McLeodUSA will automatically apply the Tier 1 discount percentage set forth in the table above to the Customer's monthly charges for Tier 1 only eligible services on Customer's monthly invoice regardless of the volume of Tier 1 eligible services purchased in a given billing cycle.

The following Preferred Advantage wireline services purchased under the same Agreement are eligible to receive a Tier 2, Tier 3, Tier 4, or Tier 5 discount ("Tier 2-5 eligible services") depending on the volume of purchases of all wireline services: Preferred Advantage®

Form 471-9-INTE-Application# 521373
Item 21 Attachment / Entity # 131044
Applicant: Lapeer District Library
Item 21# McLeod USA Pg 4

Dedicated Local Preferred (local T1 and PRI), Preferred Advantage® Inter/Intra State Switched, Preferred Advantage® Inter/Intra State Switched 800 Plan, Preferred AdvantageSM Dedicated Long Distance, Preferred AdvantageSM Enhanced 800, Preferred AdvantageSM Calling Card, Preferred AdvantageSM Conference Calling, Preferred Advantage® DSL, Preferred Advantage® Dedicated Internet Access, Preferred Advantage® Private Line, Preferred Advantage® Frame Relay, Preferred Advantage® Managed Dedicated Internet Services, and Preferred Advantage® Integrated Access. Local loop access charges for Preferred Advantage® Frame Relay, Preferred Advantage® Managed Dedicated Internet Service, and Preferred Advantage® Dedicated Internet Service are not eligible for discounting. The Customer's actual pre-discounted monthly charges for all Tier 1 and Tier 2-5 eligible wireline services for a given monthly billing cycle will determine the applicable discount Tier for that billing cycle based on the table above.

Thus, the discount percentage applicable to Tier 2-5 eligible wireline services may change from month to month if the Customer's monthly charges for all services purchased under the Agreement increases or decreases. McLeodUSA will automatically apply the appropriate Tier discount percentage set forth in the table above to the Customer's monthly charges for Tier 2-5 eligible services. If Customer's total pre-discounted monthly charges for all services are less than \$500 in a monthly billing cycle, then McLeodUSA will apply the Tier 1 discount percentage to both the Tier 1 and Tier 2-5 eligible wireline services.

Additional General Terms: Term and Volume Discounts will only apply to eligible wireline services purchased by business customers from McLeodUSA and do not apply to any Preferred Advantage® Unlimited or Preferred Advantage® Unlimited with High Speed product; any non-recurring charges, federal, state and local use, excise, sales and privilege taxes; applicable surcharges related to universal service programs, emergency telephone service (911/E911), telecommunications relay service for the hearing impaired; payphone surcharges; and other similar surcharges for required programs. Term and Volume Discounts do not apply to services purchased under a different Master Services Agreement.

TERM LENGTH. The initial term of this Agreement is 36 Months. After the initial term expires, if this Agreement is not renewed by the parties, this Agreement converts to a month-to-month agreement until one party provides thirty (30) days written notice to the other party to terminate voice service or forty-five (45) days written notice to terminate circuit-based or DSL service. After the initial term expires, McLeodUSA may amend any previously rate-stabilized pricing upon notice to the Customer.

Authorized representatives of the parties have executed this Agreement.

LAPEER DISTRICT LIBRARY

Authorized Rep. (X) Kate A. Polipola
(Printed Name)

Signature: (X) [Signature]

Title: (X) Library Director

Date: (X) 2/17/06

McLeodUSA Telecommunications Services, Inc.

Account Rep.: CHERYL MCAVOY
(Printed Name)

Signature: CHERYL MCAVOY

Title: SENIOR ACCOUNT EXEC.

Date: 2/17/06

MCLEODUSA SALES REPRESENTATIVE: CHERYL MCAVOY

CONTACT NUMBER: (810) 244-3500

E-MAIL ADDRESS: Cheryl.Mcavoy@mcleodusa.com

NON-WIRELESS TERM: 36 Months

Preferred Advantage (R) Business

CUSTOMER NAME: LAPEER DISTRICT LIBRARY

SECONDARY BUSINESS NAME:

CONTACT NAME: SANDRA HINDS

CONTACT PHONE NUMBER: 8106648521

Form 471-9-INTE-Application# 521373

Item 21 Attachment / Entity # 131044

Applicant: Lapeer District Library

Item 21# McLeod USA Pg 5

Voice
Local
Voice Mail
Long Distance
Toll Free
Enhanced Toll Free
Calling Card
Conference Calling

Data
DSL
Web Hosting
Dedicated Internet
Managed Services
Frame
Private Line
Virtual Private Network
Dial-Up

Integrated
Integrated Access Solution
Integrated Access Line
Dynamic Integrated Access

Enhanced Services
Web Hosting

Products and Services	Quantity	List Price	Discounted Price	Total MRC	Total NRC
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Location 1: 201 VILLAGE WEST DR , LAPEER , MI

Local

Premium Preferred Package	7	\$49.95	\$45.95400	\$321.67800	N/A
Premium Promo Discount	7	(\$22.00)	(\$20.24)	(\$141.68)	N/A

Dedicated Internet

1544 kbps Dedicated Internet Local Loop - McLeodUSA Ordered	1	\$155.00	\$124.00	\$124.00	N/A
Dedicated Internet Port Install	1	\$250.00	\$0.00	N/A	\$0.00

Local Loop

McLeodUSA Ordered 1.5 DS-1	1	\$185.00	\$185.00	\$185.00	N/A
Facility Charge Local Loop	1	\$690.00	\$0.00	N/A	\$0.00
McLeodUSA Ordered 1.5 DS-1	1	\$185.00	\$185.00	\$185.00	N/A
Facility Charge Local Loop	1	\$690.00	\$0.00	N/A	\$0.00
McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A

Non-Usage Sub-Total: \$674.07 \$0.00

Usage:

Long Distance

InterS/IntraS Plan Plus LD LD with Local Interstate	1	\$0.03500	\$0.02800	\$0.00	N/A
InterS/IntraS Plan Plus LD LD with Local Canada Termination	1	\$0.04200	\$0.03360	\$0.00	N/A
InterS/IntraS Plan Plus LD LD with Local Extended Termination	1	\$0.07	\$0.05600	\$0.00	N/A
InterS/IntraS Plan Plus LD LD with Local Intrastate	1	\$0.03300	\$0.02640	\$0.00	N/A

Usage Sub-Total: \$0.00 \$0.00

Location Sub-Total: \$674.07 \$0.00

Location 2: 9530 MAIN ST , CLIFFORD , MI

Local Loop

McLeodUSA Ordered 1.5 DS-1	1	\$1,022.00	\$1,022.00	\$1,022.00	N/A
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MCLEODUSA SALES REPRESENTATIVE: CHERYL MCAVOY

CONTACT NUMBER: (810) 244-3500

E-MAIL ADDRESS: Cheryl.Mcavoy@mcleodusa.com

NON-WIRELESS TERM: 36 Months



Preferred Advantage (R) Business

CUSTOMER NAME: LAPEER DISTRICT LIBRARY

SECONDARY BUSINESS NAME:

CONTACT NAME: SANDRA HINDS

CONTACT PHONE NUMBER: 8106648521

Form 471-9-INTE-Application# 521373

Item 21 Attachment / Entity # 131044

Applicant: Lapeer District Library

Item 21# McLeod USA Pg 6

Voice
Local
Voice Mail
Long Distance
Toll Free
Enhanced Toll Free
Calling Card
Conference Calling

Data
DSL
Web Hosting
Dedicated Internet
Surged Services
Frame
Private Line
Virtual Private Network
Dial-Up

Integrated
Integrated Access Solution
Integrated Access Line
Dynamic Integrated Access

Enhanced Services
Web Hosting

Products and Services	Quantity	List Price	Discounted Price	Total MRC	Total NRC
Facility Charge Local Loop	1	\$450.00	\$0.00	N/A	\$0.00

Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$250.00	\$200.00	\$200.00	N/A
Private Line Install	1	\$600.00	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$1,222.00 \$0.00

Location Sub-Total: \$1,222.00 \$0.00

Location 3: 4718 FIRST ST , COLUMBIAVILLE , MI

Local Loop

McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
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Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$660.65	\$469.36	\$469.36	N/A
Private Line Install	1	\$1,510.18	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$469.37 \$0.00

Location Sub-Total: \$469.37 \$0.00

Location 4: 5508 DAVISON RD , LAPEER , MI

Local Loop

McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
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Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$735.60	\$388.60	\$388.60	N/A
Private Line Install	1	\$1,510.18	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$388.61 \$0.00

Location Sub-Total: \$388.61 \$0.00

Location 5: 3556 HADLEY RD , HADLEY , MI

Local Loop

McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
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Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$863.10	\$491.10	\$491.10	N/A
Private Line Install	1	\$1,510.18	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$491.11 \$0.00

MCLEODUSA SALES REPRESENTATIVE: CHERYL MCAVOY

CONTACT NUMBER: (510) 244-3500

E-MAIL ADDRESS: Cheryl.Mcavoy@mcleodusa.com

NON-WIRELESS TERM: 36 Months



Preferred Advantage (R) Business

CUSTOMER NAME: LAPEER DISTRICT LIBRARY

SECONDARY BUSINESS NAME:

CONTACT NAME: SANDRA HINDS

CONTACT PHONE NUMBER: 8106619521

Form 471-9-INTE-Application# 521373
 Item 21 Attachment / Entity # 131044
 Applicant: Lapeer District Library
 Item 21# McLeod USA Pg 7

Voice
 Local
 Voice Mail
 Long Distance
 Toll Free
 Enhanced Toll Free
 Calling Card
 Conference Calling

Data
 DSL
 Web Hosting
 Dedicated Internet
 Speed Services
 Frame
 Private Line
 Virtual Private Network
 Dial-Up
 Integrated
 Integrated Access Solution
 Integrated Access Line
 Dynamic Integrated Access

Enhanced Services
 Web Hosting

Products and Services	Quantity	List Price	Discounted Price	Total MRC	Total NRC
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Location 5: 3556 HADLEY RD , HADLEY , MI

Location Sub-Total: \$491.11 \$0.00

Location 6: 4018 OAK ST , METAMORA , MI**Local Loop**

McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
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Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$626.52	\$301.52	\$301.52	N/A
Private Line Install	1	\$1,510.18	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$301.53 \$0.00

Location Sub-Total: \$301.53 \$0.00

Location 7: 6361 DETROIT ST , OTTER LAKE , MI**Local Loop**

McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
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Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$660.65	\$428.65	\$428.65	N/A
Private Line Install	1	\$1,510.18	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$428.66 \$0.00

Location Sub-Total: \$428.66 \$0.00

Location 8: 2374 N VANDYKE RD , IMLAY CITY , MI**Local Loop**

McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
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Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$736.19	\$488.67	\$488.67	N/A
Private Line Install	1	\$1,510.18	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$488.68 \$0.00

Location Sub-Total: \$488.68 \$0.00

Location 9: 921 W NEPESSING ST , LAPEER , MI**Local**

Premium Preferred Package	5	\$49.95	\$45.95400	\$229.77	N/A
Premium Promo Discount	5	(\$22.00)	(\$20.24)	(\$101.20)	N/A

MCLEODUSA SALES REPRESENTATIVE: CHERYL MCAVOY

CONTACT NUMBER: (810) 244-3500

E-MAIL ADDRESS: Cheryl.Mcavoy@mcleodusa.com

NON-WIRELESS TERM: 36 Months



Preferred Advantage (R) Business

CUSTOMER NAME: LAPEER DISTRICT LIBRARY

SECONDARY BUSINESS NAME:

CONTACT NAME: SANDRA HINDS

CONTACT PHONE NUMBER: 8106649521

Form 471-9-INTE-Application# 521373
 Item 21 Attachment / Entity # 131044
 Applicant: Lapeer District Library
 Item 21# McLeod USA Pg 8

Voice
 Local
 Voice Mail
 Long Distance
 Toll Free
 Enhanced Toll Free
 Calling Card
 Conference Calling

Data
 DSL
 Web Hosting
 Dedicated Internet
 Managed Services
 Frame
 Private Line
 Virtual Private Network
 Dial-Up

Integrated
 Integrated Access Solution
 Integrated Access Line
 Dynamic Integrated Access

Enhanced Services
 Web Hosting

Products and Services	Quantity	List Price	Discounted Price	Total MRC	Total NRC
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Local Loop

McLeodUSA Ordered 1.5 DS-1	1	\$0.01	\$0.01	\$0.01	N/A
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Private Line

Preferred Advantage Private Line - 1.5 (DS-1)	1	\$200.00	\$160.00	\$160.00	N/A
Private Line Install	1	\$1,370.36	\$0.00	N/A	\$0.00

Non-Usage Sub-Total: \$288.58 \$0.00

Usage:**Long Distance**

InterS/IntraS Plan Plus LD LD with Local Interstate	1	\$0.03500	\$0.02800	\$0.00	N/A
InterS/IntraS Plan Plus LD LD with Local Canada Termination	1	\$0.04200	\$0.03360	\$0.00	N/A
InterS/IntraS Plan Plus LD LD with Local Extended Termination	1	\$0.07	\$0.05600	\$0.00	N/A
InterS/IntraS Plan Plus LD LD with Local Intrastate	1	\$0.03300	\$0.02640	\$0.00	N/A

Usage Sub-Total: \$0.00 \$0.00

Location Sub-Total: \$288.58 \$0.00

MCLEODUSA SALES REPRESENTATIVE: CHERYL MCAVOY

CONTACT NUMBER: (810) 244 3500

E-MAIL ADDRESS: Cheryl.Mcavoy@mcleodusa.com

NON-WIRELESS TERM: 36 Months



Preferred Advantage (R) Business

CUSTOMER NAME: LAPEER DISTRICT LIBRARY

SECONDARY BUSINESS NAME:

CONTACT NAME: SANDRA HINDS

CONTACT PHONE NUMBER: 8106649521

Form 471-9-INTE-Application# 521373

Item 21 Attachment / Entity # 131044

Applicant: Lapeer District Library

Item 21# McLeod USA Pg 9

Total MRC: \$4,752.61

Total NRC: \$0.00

NRC & MRC Total Discount: \$73,858.33800

Voice

Local

Voice Mail

Long Distance

Toll Free

Enhanced Toll Free

Calling Card

Conference Calling

Data

DSL

Web Hosting

Dedicated Internet

Managed Services

Frame

Private Line

Virtual Private Network

Dial-Up

Integrated

Integrated Access Solution

Integrated Access Line

Dynamic Integrated Access

Enhanced Services

Web Hosting

Actual charges signed for on contract may vary slightly depending on application requirements.

Pricing Quote generated on 02/16/2006 - Pricing Quote valid through 03/16/2006

This Pricing Addendum is part of the Master Services Agreement. You are agreeing to purchase services at the List Price to be discounted using the applicable Term and Volume Discount. Prices are exclusive of applicable federal, state and local taxes and surcharges. Estimated net pricing based on estimated usage may differ from Discounted prices shown on your invoice if actual usage varies from estimated usage. This Pricing Addendum contains the final pricing. Prices in preceding price quotes or Pricing Addendums, or contained elsewhere in the Agreement for illustrative purposes are non-binding. The existence of any inconsistency between the Pricing Addendum and any other part of this Agreement may not be used to claim the Agreement is ambiguous and unenforceable. Pricing may not be modified or altered by handwritten or non-system generated edits. Any modification or alteration of the pricing in such a fashion shall render the agreement null and void. The offer set forth above supercedes any prior offer of McLeodUSA before the Effective From Date listed on this quote.

When purchasing an Unlimited Local and LD product, Customer's long distance usage is capped at 3,000 long distance minutes per Unlimited line per billing cycle. Customer acknowledges and agrees that all long distance minutes used above 3,000 minutes per Unlimited line a particular billing cycle will be assessed at \$.12 (twelve cent) per minute overage charge. Auto-dialers, modems and call generation equipment are not allowed on ANIs with the Unlimited or Unlimited Highspeed packages.

The parties have read this Pricing Addendum and THE MASTER SERVICES AGREEMENT and by your signature below, acknowledge receipt of a copy of these documents.

Additional Terms and Conditions applicable to Customers with a McLeodUSA Advantage Agreement that order McLeodUSA Preferred Advantage Services are provided at www.mcleodusa.com/SiteInformation/MSATermsConditions.do and form a binding part of this Agreement.

Customer Signature (V) [Signature]Date: (V) 2-17-06Customer Entered Federal Tax ID Number (V) 36 4513226